

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	:	
HUGH POSTELL	:	BK. No. 13-19804-mdc
Debtor	:	
	:	Chapter No. 13
OCWEN LOAN SERVICING, LLC	:	
Movant	:	
v.	:	
HUGH POSTELL	:	
Respondent	:	11 U.S.C. §362
	:	

**MOTION OF OCWEN LOAN SERVICING, LLC FOR RELIEF FROM AUTOMATIC STAY
UNDER §362 PURSUANT TO BANKRUPTCY PROCEDURE RULE 4001**

Movant, by its attorneys, PHELAN HALLINAN DIAMOND & JONES, LLP, hereby requests a termination of Automatic Stay and leave to foreclose on its mortgage on real property owned by Debtor HUGH POSTELL.

1. Movant is **OCWEN LOAN SERVICING, LLC**.
2. Debtor, HUGH POSTELL is the owner of the premises located at **5050 CHANCELLOR STREET, PHILADELPHIA, PA 19139**, hereinafter known as the mortgaged premises.
3. Movant is the holder of a mortgage on the mortgaged premises.
4. As of September 25, 2017, Debtor has failed to tender post-petition mortgage payments for the months of January 2016 through September 2017. The monthly payment amount for the months of January 2016 through October 2016 is \$665.59 each, payment amount for the month of November 2016 is \$711.66, payment amount for the months of December 2016 through January 2017 is \$714.54 each, payment amount for the months of February 2017 through September 2017 is \$713.16, less suspense in the amount of \$121.39, for a total amount due of \$14,380.53. The next payment is due on or before October 1, 2017 in the amount of \$713.16.

5. Movant, **OCWEN LOAN SERVICING, LLC**, requests the Court award reimbursement in the amount of \$1,031.00 for the legal fees and costs associated with this Motion.

6. Movant has cause to have the Automatic Stay terminated as to permit Movant to complete foreclosure on its mortgage.

7. Movant specifically requests permission from the Honorable Court to communicate with Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law.

8. OCWEN LOAN SERVICING, LLC services the underlying mortgage loan and note for the property referenced in this Motion for Relief for OCWEN LOAN SERVICING, LLC (the noteholder) and is entitled to proceed accordingly. Should the Automatic Stay be lifted and/ or set aside by Order of this Court or if this case is dismissed or if the debtor obtains a discharge and a foreclosure action is commenced or recommenced, said foreclosure action will be conducted in the name of OCWEN LOAN SERVICING, LLC (the noteholder). OCWEN LOAN SERVICING, LLC (the noteholder) has the right to foreclose because Noteholder is the original mortgagee or beneficiary or assignee of the security instrument for the referenced loan. Noteholder directly or through an agent has possession of the promissory note and the promissory note is either made payable to Noteholder or has been duly endorsed.

WHEREFORE, Movant respectfully requests that this Court enter an Order;

- a. modifying the Automatic Stay under Section 362 with respect to **5050 CHANCELLOR STREET, PHILADELPHIA, PA 19139** (as more fully set forth in the legal description attached to the Mortgage of record granted against the Premises), as to allow Movant, its successors and assignees, to proceed with its rights under the terms of said Mortgage; and
- b. Movant specifically requests permission from this Honorable Court to communicate with Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law; and
- c. Granting any other relief that this Court deems equitable and just.

/s/ Thomas Song, Esquire
Thomas Song, Esq., Id. No.89834
Phelan Hallinan Diamond & Jones, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Phone Number: 215-563-7000 Ext 31387
Fax Number: 215-568-7616
Email: Thomas.Song@phelanhallinan.com

October 17, 2017